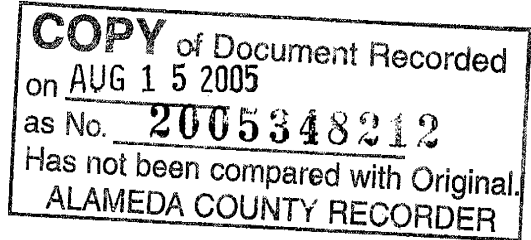


**RECORDING REQUESTED BY:**

City of Oakland  
1 Frank H. Ogawa Plaza, 6<sup>th</sup> FL  
Oakland, CA 94612

**WHEN RECORDED MAIL TO:**

Alix A. Rosenthal  
Office of the City Attorney  
City of Oakland  
1 Frank H. Ogawa Plaza, 6<sup>th</sup> FL  
Oakland, CA 94612



Space Above This Line Reserved for  
Recorder's Use

**APN:** 043A-4712-1(portion); 043A-4713-007(all);  
048-6865-002-01(portion)

Exempt Document, Government Agency  
Gov't. Code Section 827383

**QUITCLAIM DEED  
18 OFFICER HOUSING UNITS AT THE  
FORMER NAVAL MEDICAL CENTER OAKLAND  
WITH ENVIRONMENTAL RESTRICTIONS PURSUANT TO  
CALIFORNIA CIVIL CODE § 1471**

This deed is made this 15<sup>th</sup> day of August 2005, by and between the **UNITED STATES OF AMERICA**, hereinafter referred to as the "**GRANTOR**", acting by and through the Department of the Navy, and the **REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND**, a State of California agency created by the City of Oakland, hereinafter referred to as the "**GRANTEE**".

**WITNESSETH:**

**WHEREAS**, The Naval Medical Center Oakland was closed pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1990, as amended (Public Law 101-510) and is no longer required for military purposes, and

**WHEREAS**, GRANTOR desires to convey eighteen officer units located on a portion of the Naval Medical Center Oakland to the Oakland Base Reuse Authority and Redevelopment Agency as required by (1) the Order dated August 27, 2003, in Oakland Base Reuse Authority and Redevelopment Agency of the City of Oakland v United States, United States District Court, Northern District of California No. C02-4652, and (2) The Settlement Agreement between the United States and the Oakland Base Reuse Authority and Redevelopment Agency, dated May 19, 2005.

**NOW, THEREFORE,** GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and forever quitclaim to GRANTEE, all of GRANTOR's right, title and interest in and to that certain real property, comprising approximately 5.5 acres, more or less (hereinafter "Property"), as more particularly described in Exhibits "A" and "B" attached hereto and by this reference made a part hereof, together with all of GRANTOR's right, title and interest in and to facilities, buildings, roadways, fixtures and other improvements, including the electrical distribution system, natural gas system, potable water system, sanitary sewer systems, storm drainage system, telephone system, other utility systems and steam generation infrastructure, located within the boundaries of the Property, and all appurtenances, hereditaments, tenements, remainders, issues, profits, rents, privileges and other rights belonging to the Property, including but not limited to all rights to minerals, gas, oil and water on the property. This instrument is subject to the following notices, covenants, conditions, reservations, easements and restrictions, which will be binding upon and enforceable against the GRANTOR and GRANTEE, and their successors and assigns, in perpetuity:

**A. GRANTEE HEREBY ACCEPTS** the conveyance of the Property subject to any and all existing covenants, conditions, reservations, easements, right-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.

**B. EMERGENCY ACCESS AND NON-IMPAIRMENT OF EXISTING DRAINAGE DITCH.**

1. GRANTOR and GRANTEE, for themselves and their successors and assigns, hereby agree that if the Oakland Fire Services Agency or other emergency services agency requires future access across Barcelona Street or any road or street within 200 yards of the area currently designated as Barcelona Street on the plat map attached as Exhibit "B" hereto for emergency services only, GRANTOR will grant to GRANTEE or GRANTEE will grant to GRANTOR, as the case may be, future emergency access across such property

2. GRANTOR and GRANTEE acknowledge the presence of a storm drainage ditch on the southwest corner of the Property that conducts surface drainage from the Property onto adjacent property owned by GRANTOR. GRANTOR and GRANTEE covenant on behalf of themselves, their successors and assigns that they will not fill or otherwise impair the drainage utility of this ditch without providing an appropriate substitute.

**C. AS IS WHERE IS.** Except as otherwise provided herein, or as otherwise provided by law, GRANTEE acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed by GRANTOR "as is" and "where is" without any representation, promise, agreement, or warranty of any kind on the part of the GRANTOR regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions and no claim for any allowance or deduction upon such grounds will be considered.

**D. NON-DISCRIMINATION.** GRANTEE covenants for itself, its heirs, successors and assigns, every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such heirs, successors and assigns will not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale or lease of the Property, or in its employment practices conducted thereon. This covenant will not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor will it apply with respect to religion for that portion of the Property in which the premises are used primarily for religious purposes. The GRANTOR will be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and will have the sole right to enforce this covenant in any court of competent jurisdiction.

**E. FINDING OF SUITABILITY TO TRANSFER.** A Finding of Suitability to Transfer ("FOST") has been completed and an Environmental Baseline Survey ("EBS") report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property and on other property not subject to the Deed. The FOST contains notifications regarding environmental conditions on the Property. The GRANTEE acknowledges that it has been made aware of the notifications contained in the FOST and EBS and acknowledges that it has received copies of the FOST and EBS and that all documents referenced therein have been made available to GRANTEE for inspection and reproduction.

**F. LEAD BASED PAINT (LBP)**

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Pursuant to 40 CFR Section 745.113 the following notice is provided: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage. Including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on

lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

2. The GRANTEE hereby acknowledges the required disclosure of the presence of any known lead based paint (LBP) and/or LBP hazards in target housing constructed prior to 1978 in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X) and the 24 CFR 25 and 40 CFR 745 disclosure and lead warning. GRANTEE further acknowledges that GRANTEE was given the opportunity to inspect and thereby assess the Property for LBP hazards. GRANTOR agrees that it has provided to GRANTEE, and GRANTEE acknowledges the receipt of available records and reports pertaining to LBP and/or LBP hazards, including the FOST, and receipt of the Environmental Protection Agency (EPA) approved pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). Furthermore, the GRANTEE acknowledges that its relevant staff has read and understood the EPA pamphlet.

3. Due to the presence of LBP on structures located on the Property, interim use of these structures as residential real property or child occupied facilities prior to demolition is prohibited. The GRANTEE covenants that GRANTEE will demolish the structures identified in Exhibit "C", at GRANTEE's own cost, after conveyance of the Property and that the structures identified therein will remain unoccupied prior to demolition. The GRANTEE will be responsible for managing all LBP and potential LBP hazards, including soil lead hazards, in compliance with Title X and all applicable federal, state and local laws and regulations.

4. The GRANTEE covenants and agrees to conduct soil sampling and evaluation and, if necessary, remediation and abatement after demolition and removal of demolition debris and prior to occupancy of any newly constructed dwelling units in a manner consistent with Title X and Department of Housing and Urban Development Guidelines.

5. GRANTEE covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. GRANTEE acknowledges that GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from GRANTOR to GRANTEE, whether GRANTEE has properly warned, or failed to properly warn, the person(s) injured.

## **G. ASBESTOS AND ASBESTOS CONTAINING MATERIALS**

1. GRANTEE is hereby informed and does hereby acknowledge that asbestos and asbestos containing materials (ACM) *have been found and are otherwise presumed to exist* in buildings and structures located on the Property. GRANTEE acknowledges receipt of the FOST disclosing the presence of any known ACM in the buildings and structures on the Property. GRANTEE covenants that GRANTEE will demolish the structures identified in Exhibit "C", at GRANTEE's own cost, after conveyance of the Property and that the structures identified therein will remain unoccupied prior to demolition. GRANTEE covenants, on behalf of itself, its successors and assigns, as a covenant running with the land, that it will prohibit occupancy and use of buildings and structures, or portions thereof, containing known asbestos or ACM hazards prior to demolition of the building or structure.

2. GRANTEE has inspected the Property as to its asbestos content and any hazardous condition relating thereto. GRANTEE covenants and agrees, on behalf of itself, its successors and assigns, that in connection with its use and occupancy of the Property and the existing buildings and structures it will be responsible for managing ACM and for complying with all applicable federal, state, and local laws relating to asbestos and ACM. GRANTEE acknowledges that GRANTOR assumes no liability for costs of any kind or for damages for personal injury, illness, disability or death to the GRANTEE, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM in or about the Property, including but not limited to the utilities (both underground and above-ground) arising after the conveyance of the Property from GRANTOR to GRANTEE, whether GRANTEE has properly warned or failed to properly warn the person(s) injured. GRANTEE acknowledges that if asbestos or ACM is not managed in compliance with applicable federal, state, and local laws and regulations, it may become a hazard.

**H. NO HAZARD TO AIR NAVIGATION.** GRANTEE covenants for itself, its successors and assigns that prior to any construction or alteration on the property other than the demolition by GRANTEE of structures identified in Exhibit "C" after conveyance of the Property, it will obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration in accordance with 14 CFR Part 77 entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**I. HAZARDOUS SUBSTANCE NOTIFICATION.** Pursuant to CERCLA 42 U.S.C. Section 9620(h), and the provisions of 40 C.F.R. Part 373, notice is hereby provided that information contained in the FOST, Table 8-1 of the FOST, "Notice of Past Presence of Hazardous Substances Stored, Released, or Disposed Naval Medical Center, Oakland" attached hereto as Exhibit "D" identifies hazardous substances that were stored for one year or more, known to have been released or disposed of on Naval Medical Center, Oakland. As shown on Exhibit "D," the Property did not have documented storage, release, or disposal of hazardous substances above reportable quantities. The GRANTOR has made a complete search of its files and records concerning the Naval Medical Center, Oakland and found that the FOST provides: (1) a notice of the type and quantity of such hazardous substances, (2) notice of the time the storage, release, or disposal took place, and (3) a description of the remedial action taken, if any. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. 9620(h).

**J. CERCLA-RELATED COVENANTS**

**1. CERCLA 42 U.S.C. §9620(h)(3)(A)(ii)(I).** The GRANTOR covenants that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken before the date of conveyance.

**2. CERCLA 42 U.S.C. §9620(h)(3)(A)(ii)(II).** GRANTOR covenants and warrants that GRANTOR will conduct in accordance with applicable law any additional remedial action necessary after the date of transfer for any hazardous substance existing on the Property prior to the date of this Quitclaim Deed except to the extent that the GRANTEE caused or contributed to the release or threatened release of any such hazardous substance.

**3. RESERVATION of a Right of Access. CERCLA 42 U.S.C. Section 9620 (h)(3)(A)(iii).** GRANTOR hereby reserves a right of access to the Property in any case in which a remedial action or corrective action is found to be necessary at such property after the date of this deed, or such access is necessary to carry out a remedial action or corrective action on adjoining property. In exercising these rights of access, except in the case of imminent and substantial endangerment to human health or the environment, GRANTOR will (a) give GRANTEE and any current owners reasonable prior written notice of actions to be taken related to such response or corrective actions on the Property, and (b) make all reasonable efforts to minimize interference with the ongoing use of the Property. GRANTOR and GRANTEE agree to cooperate in good faith to minimize any conflict between necessary response action or corrective action and the GRANTEE's current or anticipated use of the property. Any response action or corrective action undertaken by GRANTOR will, to the maximum extent

practicable, be coordinated with representatives designated by GRANTEE. In connection with GRANTOR's response or corrective actions described herein, GRANTEE covenants on behalf of itself, its successors and assigns, as a covenant running with the land, to comply with the provisions of any health or safety plan in effect during the course of any such action.

**III. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS** set forth in this deed, unless subsequently released, are a binding servitude on the Property; will inure to the benefit of and be enforceable by the GRANTOR, and will be binding on the GRANTEE, its successors and assigns, and will be deemed to run with the land in perpetuity, pursuant to California Civil Code Sections 1462 and 1471 and other applicable authority.

**IV. LIST OF EXHIBITS:** The following exhibits are attached hereto and made a part hereof this Quitclaim Deed.

- A. Exhibit "A" Legal Description of the Property
- B. Exhibit "B" Plat Map of the Property
- C. Exhibit "C" Structures to be demolished
- D. Exhibit "D" Table 8-1 of FOST, "Notice of Hazardous Substances"

**IN WITNESS WHEREOF**, the GRANTOR has caused this Quitclaim Deed to be executed in its name and on its behalf by its duly authorized officer on the day first above written.

**UNITED STATES OF AMERICA**

Acting by and through  
the Department of the Navy

BY:   
CHRISTOPHER E. HASKETT  
Real Estate Contracting Officer  
Base Realignment & Closure Office

**ACCEPTANCE AND ACKNOWLEDGMENT:**

The GRANTEE hereby accepts this Deed, acknowledges receipt of the documents described therein and agrees to be bound by all the agreements, covenants, conditions and restrictions contained therein.

**REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND:**

BY: CLAUDIA CAPPID FOR  
DEBORAH A. EDGERLY  
Agency Administrator

Date: AUGUST 15, 2005



**Exhibit "A"**

**Legal Description of the Property**

**Exhibit 'A'**

**DESCRIPTION OF THE PROPERTY**

REAL PROPERTY IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A SUBDIVISION OF A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE JUDGMENT ON THE DECLARATION OF TAKING, CIVIL NO. 24608-G, FILED JUNE 4, 1945 IN U.S. DISTRICT COURT, IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, IN SAN FRANCISCO, A CERTIFIED COPY OF WHICH WAS RECORDED ON JUNE 11, 1945 IN BOOK 4742 AT PAGE 23, RECORDER'S SERIES NO. SS 36604, OFFICIAL RECORDS OF ALAMEDA COUNTY AND ALSO BEING ALL OF LOTS 170, 171 AND 174 AND A PORTION OF LOTS 172, 173 AND PLOT "P" AS SAID LOTS AND PLOT ARE SHOWN ON THAT CERTAIN MAP ENTITLED, 'MAP OF SUBDIVISION SEQUOYAH HILLS, OAKLAND, CALIFORNIA', FILED FOR RECORD APRIL 3, 1914, IN BOOK 28 OF MAPS, AT PAGES 63 AND 64, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, TOGETHER WITH ALL OF LOTS F4, F5, F6, F7, F8, F9, F10, F11 AND F12 AND A PORTION OF OAK KNOLL BOULEVARD AS SAID LOTS AND BOULEVARD ARE SHOWN ON THAT CERTAIN MAP ENTITLED, "FAIRWAY ESTATES IN OAK KNOLL, OAKLAND, ALAMEDA COUNTY, CALIFORNIA", FILED FOR RECORD MARCH 14, 1929, IN BOOK 18 OF MAPS, AT PAGES 59 AND 60, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF OAKLAND STREET MONUMENT AT THE NORTHEASTERLY TERMINOUS OF THAT CERTAIN COURSE ON THE CENTERLINE OF PLOT "E" (NOW KNOWN AS SEQUOYAH ROAD) DESIGNATED AS "S 66-15-10 W (224.46)" ON SAID MAP OF SEQUOYAH HILLS (28M63). THENCE ALONG SAID CENTERLINE SOUTH 66° 15' 10" WEST (SAID BEARING BEING TAKEN AS THE BASIS OF BEARINGS FOR THIS DESCRIPTION), 224.47 FEET TO A CITY OF OAKLAND STREET MONUMENT;

THENCE LEAVING SAID CENTERLINE, NORTH 23° 44' 50" WEST 20.00, FEET TO A POINT ON THE NORTH WESTERLY LINE OF SAID PLOT "E";

THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 66° 15' 10" EAST, 82.24 FEET TO THE SOUTHEASTERLY CORNER OF LOT 176 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE LEAVING SAID NORTHWESTERLY LINE AND ALONG THE NORTHEASTERLY LINE OF SAID LOT 176, NORTH 23° 44' 50" WEST, 111.67 FEET TO THE CORNER COMMON TO LOTS 175, 176 AND 177 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE ALONG THE LINE DIVIDING SAID LOTS 175 AND 176, SOUTH 74° 30' 30" WEST, 186.66 FEET TO THE CORNER COMMON TO LOTS 173, 174, 175 AND 176 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63) AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 61° 07' 59" WEST, 312.46 FEET TO THE MOST EASTERLY CORNER OF LOT F12 AS SAID LOT IS SHOWN OF THE AFORMENTIONED MAP OF FAIRWAY ESTATES (18M59);

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT F12, SOUTH 58° 13' 00" WEST 110.00 FEET TO A POINT ON THE NORTHEASTERLY LINE OF OAK KNOLL BOULEVARD AS SHOWN ON SAID MAP OF FAIRWAY ESTATES (18M59) NOW KNOWN AS BARCELONA STREET;

THENCE LEAVING SAID SOUTHEASTERLY LINE AND ALONG SAID NORTHEASTERLY LINE, SOUTH 31° 47' 00" EAST, 27.58 FEET;

THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE AND THE SOUTHERLY PROLONGATION THEREOF, SOUTHERLY ALONG THE ARC OF A 140.64 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 68° 16' 15", FOR AN ARC DISTANCE OF 167.58 FEET;

THENCE NORTH 53° 30' 45" WEST 50.00 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID OAK KNOLL BOULEVARD AS SHOWN ON SAID MAP OF FAIRWAY ESTATES (18M59) NOW KNOWN AS BARCELONA STREET;

THENCE ALONG SAID SOUTHWESTERLY LINE, NORTHERLY ALONG THE ARC OF A NON TANGENT 90.64 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS, NORTH 53° 30' 45" WEST, THROUGH A CENTRAL ANGLE OF 68° 16' 15", FOR AN ARC DISTANCE OF 108.00 FEET;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE, NORTH 31° 47' 00" WEST, 682.58 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 58° 13' 00" EAST 159.06 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF LOT 167 AS SAID LOT IS SHOWN THE AFOREMENTIONED MAP OF SEQUOYAH HILLS (28M63);

THENCE ALONG SAID SOUTHWESTERLY LINE OF LOTS 167, 168 AND 169 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63), SOUTH 32° 01' 51" EAST 217.01 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT F6 AS SHOWN ON THE AFOREMENTIONED MAP OF FAIRWAY ESTATES (18M59);

THENCE ALONG THE NORTHEASTERLY LINE OF LOTS F6, F7 AND F8 AS SHOWN ON SAID MAP OF FAIRWAY ESTATES (18M59), SOUTH 31° 47' 00" EAST 158.23 FEET TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF LOT 170 AS SHOWN ON THE AFOREMENTIONED MAP OF SEQUOYAH HILLS (28M63);

THENCE LEAVING SAID NORTHEASTERLY LINE AND ALONG THE NORTHWESTERLY LINE OF SAID LOT 170 AND THE SOUTHWESTERLY PROLONGATION THEREOF, NORTH 37° 17' 44" EAST, 215.56 FEET TO A POINT ON THE GENERAL NORTHERLY LINE OF PLOT "P" AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE ALONG SAID GENERAL NORTHERLY LINE, SOUTHEASTERLY ALONG THE ARC OF A NON TANGENT 210.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTER POINT BEARS, NORTH 37° 17' 44" EAST, THROUGH A CENTRAL ANGLE OF 33° 28' 20", FOR AN ARC DISTANCE OF 122.68 FEET;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTH 86° 10' 36" EAST, 284.63 FEET;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTHEASTERLY ALONG THE ARC OF A 792.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16° 15' 57", FOR AN ARC DISTANCE OF 224.84 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTHEASTERLY ALONG THE ARC OF A 187.49 FOOT RADIUS CURVE TO THE RIGHT WHOSE CENTER

POINT BEARS, SOUTH 20° 05' 21" WEST, THROUGH A CENTRAL ANGLE OF 48° 14' 27", FOR AN ARC DISTANCE OF 157.86 FEET TO A POINT OF REVERSE CURVATURE;

THENCE CONTINUING ALONG SAID GENERAL NORTHERLY LINE, SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTER POINT BEARS, NORTH 68° 19' 47" EAST, THROUGH A CENTRAL ANGLE OF 73° 39' 17", FOR AN ARC DISTANCE OF 25.71 FEET TO A POINT OF CUSP LOCATED ON THE NORTHERLY LINE OF THE AFORMENTIONED PLOT "E" AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE LEAVING SAID GENERAL NORTHERLY LINE AND ALONG SAID NORTHERLY LINE, SOUTHWESTERLY ALONG THE ARC OF A NON TANGENT 327.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTER POINT BEARS SOUTH 5° 19' 30" EAST, THROUGH A CENTRAL ANGLE OF 10° 52' 09", FOR AN ARC DISTANCE OF 62.03 FEET, TO A POINT OF CUSP LOCATED ON THE GENERAL SOUTHERLY LINE OF THE AFORMENTIONED PLOT "P" AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE LEAVING SAID NORTHERLY LINE AND ALONG SAID GENERAL SOUTHERLY LINE, NORTHERLY ALONG THE ARC OF A NON TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTER POINT BEARS, NORTH 16° 11' 39" WEST, THROUGH A CENTRAL ANGLE OF 100° 27' 00", FOR AN ARC DISTANCE OF 35.06 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE, NORTHWESTERLY ALONG THE ARC OF A 163.49 FOOT RADIUS CURVE TO THE LEFT, WHOSE CENTER POINT BEARS, SOUTH 63° 21' 21" WEST, THROUGH A CENTRAL ANGLE OF 43° 16' 01", FOR AN ARC DISTANCE OF 123.46 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE, NORTHWESTERLY ALONG THE ARC OF A 768.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CENTER POINT BEARS, SOUTH 20° 05' 21" WEST, THROUGH A CENTRAL ANGLE OF 16° 15' 57", FOR AN ARC DISTANCE OF 218.03 FEET;

THENCE CONTINUING ALONG SAID GENERAL SOUTHERLY LINE, NORTH 86° 10' 36" WEST, 93.32 FEET TO THE NORTHEASTERLY CORNER OF LOT 174 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63);

THENCE LEAVING SAID GENERAL SOUTHERLY LINE AND ALONG THE LINE DIVIDING LOTS 174 AND 175 AS SHOWN ON SAID MAP OF SEQUOYAH HILLS (28M63), SOUTH 3° 52' 40" WEST, 179.68 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION

CONTAINING 237,198 SQUARE FEET (5.4453 +/- ACRES) MORE OR LESS

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS INC.

  
ANTHONY C. McCANTS LS 5944

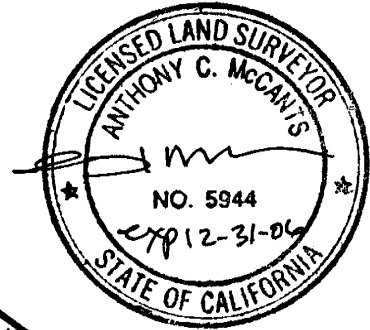
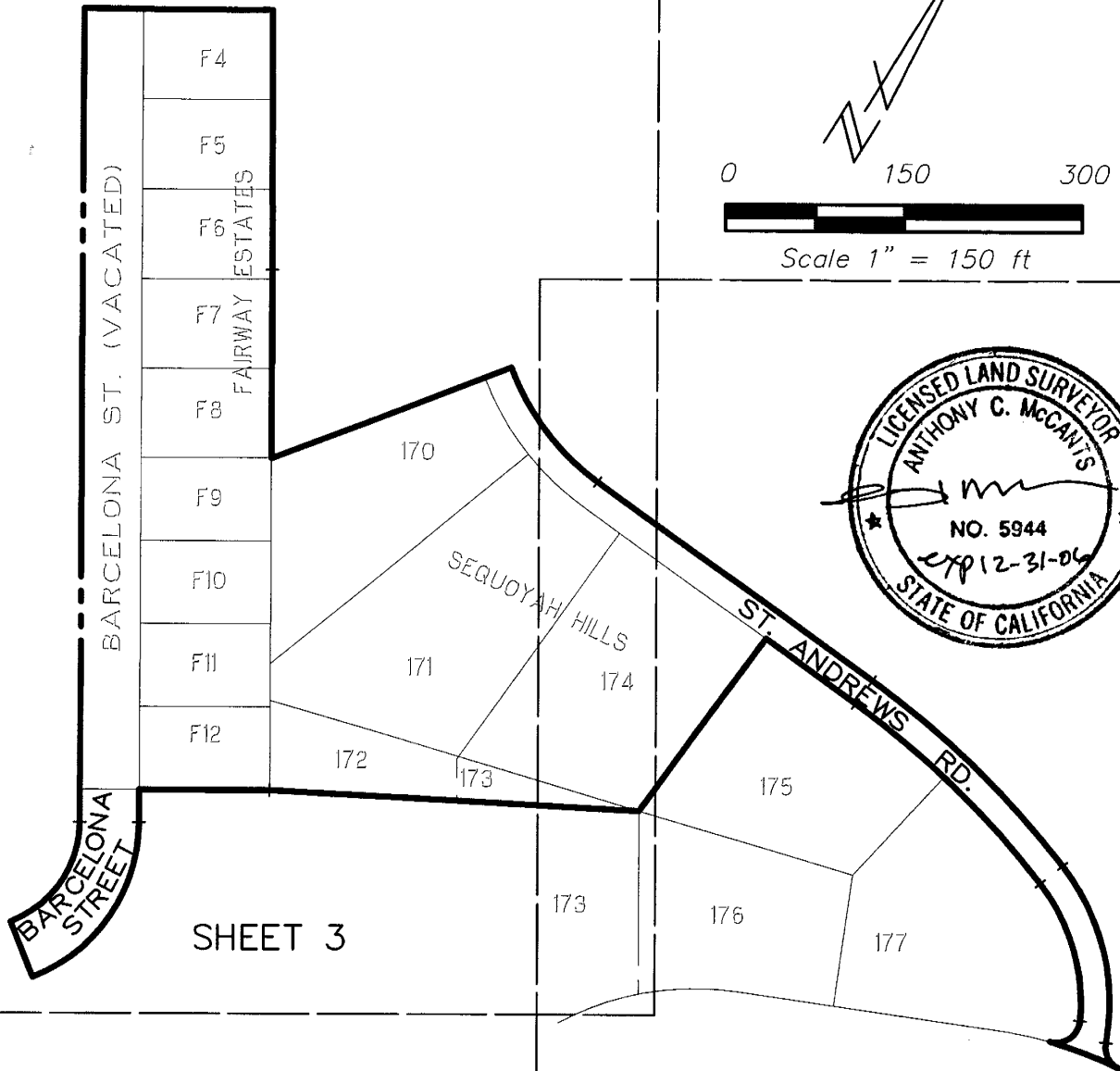
8/5/05  
DATE



W:\May\2005\Notes\MJF\acm PRO FORMA PROPERTY DESC (less 175).doc

**Exhibit "B"**

**Plat MAPS of the Property**



OAK KNOLL NAVY HOSPITAL  
PROPERTY ACQUISITION FOR  
CITY OF OAKLAND  
(PORTION OF CIVIL No. 24608-6)  
6-11-45 BK 4742 PG 23

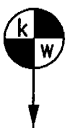
AREA=237,198± SQ FT  
5.4453± ACRES

REVIEWED BY CADASTRAL-RWS

EXHIBIT 'B'

Z:\2005\A05535\A05535-PD.dwg 7/13/2005 12:18:26 PM PST

SHEET 1 OF 3



**KIER & WRIGHT**  
CIVIL ENGINEERS & SURVEYORS, INC.  
1233 Quarry Lane, suite 145 (925) 249-6555  
Pleasanton, California 94566 Fax (925) 249-6563

**PLAT  
TO ACCOMPANY  
LEGAL DESCRIPTION**

OAKLAND, ALAMEDA COUNTY, CALIFORNIA

|         |           |
|---------|-----------|
| SCALE   | 1" = 150' |
| DATE    | JULY 2005 |
| BY      | M.J.F.    |
| JOB NO. | A05535    |



N58°13'00"E  
159.06'

N31°47'00"W 682.58'

BARCELONA ST. (VACATED)

F4

F5

F6

F7

F8

F9

F10

F11

F12

S58°13'00"W  
110.00'

S32°01'51"E 217.01'

158.23'  
S31°47'00"E

N37°17'44"E(R) 215.56'

R=210.00'  
D=33°28'20"  
L=122.68'

170

SEQUOYAH HILLS

171

172

173

174

173

S61°07'59"W 312.46'

R=90.64'  
D=68°16'15"  
L=108.00'

27.58'  
S31°47'00"E

R=140.64'  
D=68°16'15"  
L=167.58'

50.00'  
N53°30'45"W(R)

BARCELONA STREET

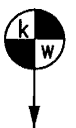
SEE SHEET 2

REVIEWED BY CADASTRAL-RWS

EXHIBIT 'B'

Z:\2005\A05535\A05535-PD.dwg 7/13/2005 12:18:26 PM PST

SHEET 3 OF 3



KIER & WRIGHT  
CIVIL ENGINEERS & SURVEYORS, INC.  
1233 Quarry Lane, suite 145 (925) 249-6555  
Pleasanton, California 94566 Fax (925) 249-6563

PLAT  
TO ACCOMPANY  
LEGAL DESCRIPTION

OAKLAND, ALAMEDA COUNTY, CALIFORNIA

|         |           |
|---------|-----------|
| SCALE   | 1" = 100' |
| DATE    | JULY 2005 |
| BY      | M.J.F.    |
| JOB NO. | A05535    |



**Exhibit "C"**

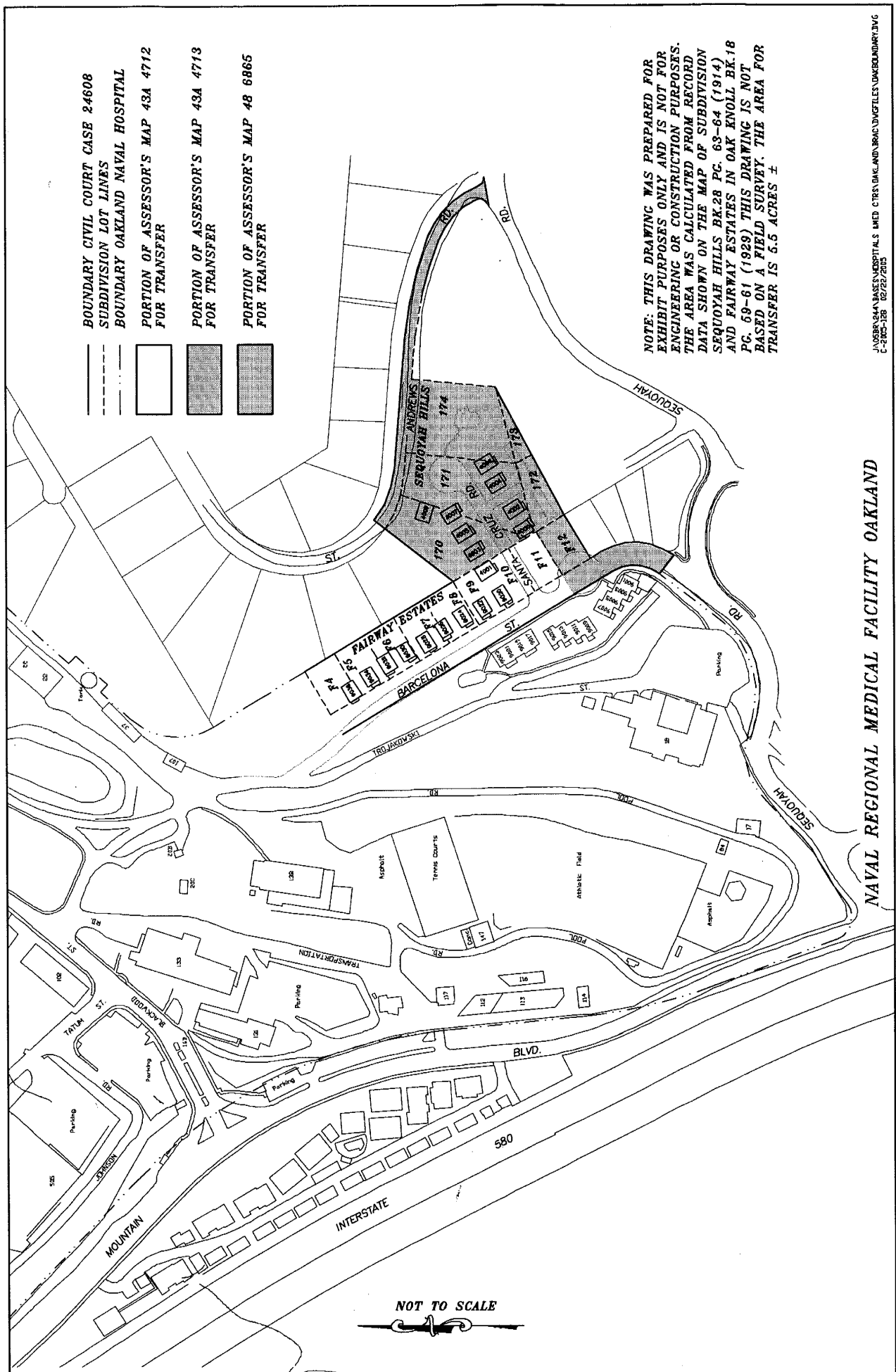
**Structures to Be Demolished**

**Exhibit "C"**

**Structures to Be Demolished**

**18 OFFICER HOUSING UNITS AT THE  
FORMER NAVAL MEDICAL CENTER OAKLAND**

| <b>Structures to Be Demolished</b>                      | <b>Lot Number Location</b>   |
|---|------------------------------|
| 4000, 4001, 4002, 4003, 4004, 4005,<br>4006, 4007, 4009 | 170, 171, 172, 173, 174, F10 |
| 9020, 9022, 9024, 9026, 9028, 9030,<br>9032, 9034, 9036 | F10, F9, F8, F7, F6, F5, F4  |



**Exhibit "D"**  
**Notice of Hazardous Substances**

INSERT TABLE 8-1 (from FOST)

TABLE 8-1

**NOTICE OF PAST PRESENCE OF HAZARDOUS SUBSTANCES STORED, RELEASED, OR DISPOSED  
NAVAL MEDICAL CENTER, OAKLAND**

| Parcel <sup>1</sup> | Building Number | Building Use      | Substance                 | Quantity <sup>2</sup> |             | CASRN   | Regulatory Synonym         | RCRA Waste No. | Date <sup>3</sup> | S/R/D | Action Taken      |
|---------------------|-----------------|-------------------|---------------------------|-----------------------|-------------|---------|----------------------------|----------------|-------------------|-------|-------------------|
|                     |                 |                   |                           | (kg)                  | (lb)        |         |                            |                |                   |       |                   |
| 105                 | 216             | Compressed        | Acetylene                 | Unknown               | Unknown     |         |                            |                | 1942-1995         | S     | Substance Removed |
|                     |                 | Gas Storage       | Dichlorodifluoromethane   | 1300                  | 2860        | 75718   | Methane, dichlorodifluoro- | U075           | 1942-1995         | S     | Substance Removed |
| 136                 | No Bldg.        | Open Space        | Halogenated Solvents      | 750-1125              | 1650-2475   | Unknown | NA                         | F001, F002     | 1942-1995         | S     | Substance Removed |
| 154                 | 22              | Main Boiler Plant | Water Treatment Chemicals | 3750-5630             | 8250-12,386 | Unknown | NA                         | Unknown        | 1942-1995         | S     | Substance Removed |

## Notes:

- <sup>1</sup> - Parcels not included did not have documented storage, release, or disposal above reportable quantities  
<sup>2</sup> - Ranges are due to a range of densities used to calculate kilograms from gallons. Densities used to determine the quantities ranged from 1 to 1.5 kg/L  
<sup>3</sup> - ERM West, Inc., 1995. "Basewide Environmental Baseline Survey Report, Naval Medical Center, Oakland." Prepared for EFA-West 9 June 1995.

CASRN - Chemical Abstracts Service Registry Number

Dates cited in this notice are from the opening of NMCO to the time of the EBS report (ERM-West, Inc. 1995).

kg - Kilograms

lb - pounds

S/R/D - Stored/Released/Disposed

RCRA - Resource Conservation and Recovery Act

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Notice is hereby given that the information provided contains a notice of hazardous substances that are known and documented to have been used for one year or more, or known to have been released or disposed on certain portions of NMCO, and the dates that such storage, release, or disposal took place. 40 CFR Section 373.3(b) requires that the aforementioned statement be prominently displayed in this notice.

Chemicals specifically excluded from reporting were: incidental quantities of household-type cleaning chemicals and consumer products. Hazardous substances notification is not required for hazardous substances stored in quantities less than 1,000 kilograms or the CERCLA RQ, or 1 kilogram of acutely hazardous substances (40 CFR 373.2(b)).

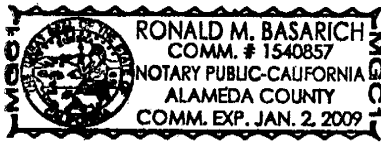
STATE OF CALIFORNIA)

) ss.

COUNTY OF ALAMEDA)

On AUGUST 15, 2005, before me,  
RONALD M. BASARICH, a Notary Public in and for said state, personally appeared  
Christopher E. Haskett, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he executed the same in his authorized capacity, and that by  
his signature on the instrument, the person, or the entity upon behalf of which the person  
acted, executed the instrument.

WITNESS my hand and official seal.



Ronald M. Basarich  
Notary Public in and for said State

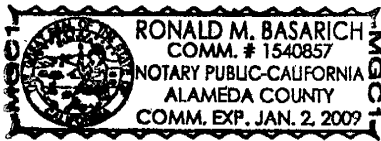
STATE OF CALIFORNIA)

) ss.

COUNTY OF ALAMEDA)

On AUGUST 15, 2005, before me,  
RONALD M. BASARICH, a Notary Public in and for said state, personally appeared  
CLAUDIA CAPPIO, personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument, the person, or the entity upon behalf of which  
the person acted, executed the instrument.

WITNESS my hand and official seal.



Ronald M. Basarich  
Notary Public in and for said State

**CERTIFICATE OF ACCEPTANCE**

(Government Code Section 27281)

THIS IS TO CERTIFY that the interest in real property conveyed by deed or grant deed dated the

8-15-05 day of AUGUST 2005, from UNITED STATES OF AMERICA

to the CITY OF OAKLAND, a municipal corporation, is hereby accepted by order of the City Council by Resolution No. 36359 C.M.S. adopted September 12, 1957, and recorded in Book 8468 at Page 215, in the official records of the Recorder of Alameda County, State of California, and the grantee consents to recordation thereof by its duly authorized officer.

Date: 8-15-05

By:

Frank Tonelli

Title:

MGR REAL ESTATE